

#4

CONTRACT NO. KR.88-1975

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
STATE OF ARIZONA
AND
PINAL COUNTY

ECS File: JPA-88-79

PROJECT NO. RS-267(5)P
TRACS No. 0267 PN PPN SSO52 01C
Project: Chuichu Road
Section: I-8 - Casa Grande City Limits
FUND CODE: 85376

THIS AGREEMENT, entered into this 18th day of October, 1988, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE" and PINAL COUNTY, a body politic and corporate, hereinafter called "LOCAL AGENCY".

WHEREAS, STATE is empowered by Arizona Revised Statutes, Section 28-108 to enter into this Agreement, and

WHEREAS, LOCAL AGENCY is empowered by Arizona Revised Statutes, Sections 11-201, 11-202, 11-251 & 11-951 thru 11-954 to enter into this Agreement, and

WHEREAS, Congress has authorized appropriations for, but not limited to, the construction of streets; primary, feeder and farm to market roads; the replacement of bridges; the elimination of roadside obstacles; the application of pavement markings, and

WHEREAS, such project within the boundary of LOCAL AGENCY has been selected by LOCAL AGENCY and the field survey of the project has been completed and the plans, estimates and specifications prepared and, as required, submitted to the Federal Highway Administration for its approval, and

WHEREAS, LOCAL AGENCY, in order to obtain Federal funds for the construction of the project hereinafter mentioned, is willing to provide the STATE with LOCAL AGENCY funds to match Federal funds in the ratio required or as finally fixed and determined by the Federal Highway Administration, and

WHEREAS, the primary interest of the STATE in the project is in the acquisition of Federal funds for the use and benefit of LOCAL AGENCY by reason of Federal Law and Regulations under which funds for the project are authorized to be expended, and

FILED WITH SECRETARY OF STATE
Date Filed <u>10-18-88</u>
<u>[Signature]</u> Secretary of State
<u>B. J. Vermillion</u>

WHEREAS, the work embraced in this Agreement and the estimated cost is as follows:

GRADE, DRAIN AND PAVE

Estimated Cost:	\$1,031,470
Federal Funds @ 92.48%	953,903
Pinal County Funds	98,196*

*This includes a 2% Surcharge on the total cost,
per Chief Deputy State Engineer memo of 2-2-82

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of LOCAL AGENCY hereinafter contained and the faithful performance thereof, STATE agrees:

1. To submit a program containing the aforementioned project to the Federal Highway Administration with the recommendation that it be approved for construction and that if such project is approved for construction by the Federal Highway Administration and the funds are available for the construction of said project, STATE, with the aid and consent of the Federal Highway Administration will proceed to advertise for, receive and open bids, and subject to the concurrence of the Federal Highway Administration and LOCAL AGENCY, award the contract, enter into a contract with the firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation, will enter into a Project Agreement with the Federal Government covering the work embraced in the said contract or in the said Agreement and will request the maximum Federal funds available;

2. To furnish LOCAL AGENCY with copies of the proposed Project Agreement to be entered into by the STATE and the Federal Government and any Railroad Company Agreement necessary for the full completion of this project;

3. To provide personnel to supervise the construction, such personnel to be acceptable to LOCAL AGENCY.

ARTICLE II

IN CONSIDERATION of the covenants of STATE hereinbefore contained and the faithful performance thereof, LOCAL AGENCY agrees:

1. To acquire, without cost to the STATE, the necessary right-of-way and material sites, and hereby certifies that all rights-of-way have been obtained and all necessary material sites have been acquired, subject to approval and funding of the project;
2. To remove from the proposed right-of-way, in a timely fashion so as to not slow construction progress, all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway;
3. Not to permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right-of-way, and in the event of any unauthorized encroachment or improper use, shall take all necessary steps to remove or prevent any such encroachment or use; failing in which STATE shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by LOCAL AGENCY;
4. Upon completion of construction, to provide for at its own cost and as an annual item in its budget, proper maintenance; such maintenance to include, but not be limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning, and guiding traffic;
5. To mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways;
6. By such regulation as it may by ordinance provide, to regulate parking and not permit vehicles to be left on the street in any manner other than at the curb and parallel thereto and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary;
7. To deposit with STATE, prior to the solicitation of bids, funds in the amount determined by STATE to be necessary to match Federal funds in the ratio required.

ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed:

1. That any part of the sum of the amount deposited by LOCAL AGENCY, as stipulated in ARTICLE II, remaining after LOCAL AGENCY's pro rata share of the cost, as finally fixed and determined by the Federal Government, has been paid, shall be forthwith returned to LOCAL AGENCY by STATE;
2. That upon approval of the terms and conditions of the Project Agreement and any State-Railroad Company Agreement by any LOCAL AGENCY, the agreements shall be incorporated in and made a part of this Agreement by reference and shall have the same force and effect as though fully written herein; and further, that the LOCAL AGENCY is bound by all the terms of any State-Railroad Company Agreement and will reimburse the STATE for the amount contracted for, by and between the Railroad Company and STATE acting as agent for LOCAL AGENCY;

3. That, should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for herein, STATE shall not be obligated to incur any expenditure in excess of the amount of LOCAL AGENCY's deposit unless and until so authorized in writing by LOCAL AGENCY;

4. That STATE assumes no financial obligation or liability hereunder; that LOCAL AGENCY assumes full responsibility for the design, plans, specifications, engineering and construction. The STATE assumes responsibility for the active negligence of STATE personnel assigned to the project during construction, while actually engaged in the performance of their duties. Except for the negligence of the STATE personnel as set out above, LOCAL AGENCY agrees to indemnify and save harmless the STATE, any of its departments, agencies, officers and employees from any and all liability, loss or damage the STATE may suffer as a result of claims, demands, costs or judgments arising out of the negligent performance or nonperformance of LOCAL AGENCY or its independent contractors in carrying out any provisions of this Agreement. Costs incurred by STATE, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees;

5. That the cost of the work covered by the Agreement is to be borne by the Federal Government and LOCAL AGENCY, each in the proportion prescribed or as fixed and determined by the Federal Government, through the Federal Highway Administration as stipulated herein; therefore LOCAL AGENCY agrees to furnish and provide STATE with LOCAL AGENCY funds in an amount equal to the difference between the total cost of the work herein provided for and the amount of Federal Aid received;

6. That arbitration will be used pursuant to A.R.S. 12-1518 if the entire relief in controversy is money in an amount less than One Hundred Thousand Dollars (\$100,000);

7. This Agreement, except the provisions herein for maintenance, which shall be perpetual, shall terminate upon completion of the work herein embraced in accordance with the terms of this Agreement or may be terminated at any time prior to the awarding of the construction contract by either party upon thirty (30) days written notice of that intent;

8. That this Agreement shall be filed with the office of the Secretary of State and shall become effective at the date of such filing;

9. That this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 38-511, the provisions of which are incorporated herein by reference.

Attached hereto is an authenticated copy of the resolution of the STATE and also attached hereto is an authenticated copy of the resolution of the governing body authorizing LOCAL AGENCY to enter into this Agreement and a copy of the written determination of the legal counsel of LOCAL AGENCY that this Agreement is in proper form and within the powers and authority granted to LOCAL AGENCY under the laws of this STATE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

STATE OF ARIZONA _____

By: STATE ENGINEER

By: Gary K. Johnson
Chief Deputy State Engineer

ATTEST:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the _____ day of _____, 19____, before me, _____, the undersigned Notary Public, personally appeared _____, Chief Deputy State Engineer, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

County of Pinal

By: Pinal County Board of Supervisors
Governing Body

By: _____
Dean Weatherly
Dean Weatherly
Title: Chairman

ATTEST:

Quentin D. Bickel
Quentin D. Bickel, Acting Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

On this the _____ day of _____, 1988, before me, David L. Henry, the undersigned Notary Public, personally appeared Dean Weatherly, of the Board of Supervisors, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

David L. Henry
NOTARY PUBLIC

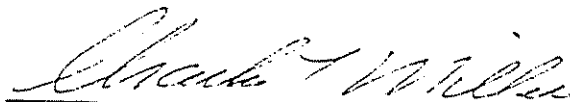
My Commission Expires: _____

April 21, 1990

R E S O L U T I O N

Be it resolved on this, the 9th day of August, 1988, that I, CHARLES L. MILLER, as Director, Arizona Department of Transportation, have determined that pursuant to A. R. S. 28-108, it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through its Highways Division, enter into an Intergovernmental Agreement with Pinal County for Project 0267 PN PPN SS052 01C, Old No. RS-267(5)P.

Work entails reconstruction and overlay of County secondary roadway.



CHARLES L. MILLER, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert E. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 88-1975, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26 day of August, 1988.

ROBERT K. CORBIN
Attorney General

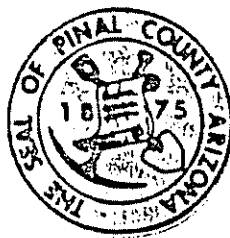
Jean A. [Signature]
Assistant Attorney General
Transportation Division

RECEIVED
AUG 08 1988

DEAN WEATHERLY, Chairman Urban Highway
Casa Grande Section

JAMES J. KARAM, JR. Member
Superior

WM "BILL" MATHIESON, Member
Mammoth



QUENTIN D. BICKEL
Clerk
Assistant Administrator

JAY BATEMAN
Administrator

PINAL COUNTY

Board of Supervisors

POST OFFICE BOX 827 - FLORENCE, ARIZONA 85232
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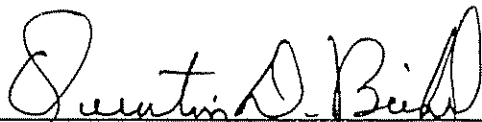
ARIZONA DEPARTMENT OF TRANSPORTATION

I, QUENTIN D. BICKEL, CLERK OF THE BOARD OF SUPERVISORS of PINAL COUNTY, ARIZONA, DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF

BOARD OF SUPERVISORS MINUTES OF 8/1/88

WITH THE ORIGINAL RECORDS OF THE SAME IN THIS OFFICE, AND THAT THE SAME ARE CORRECT TRANSCRIPTS THEREFROM, AND THE WHOLE OF SAID ORIGINAL RECORDS.

WITNESS MY HAND AND SEAL OF THE BOARD OF SUPERVISORS THIS 3rd DAY
OF AUGUST, 1988.


Quentin D. Bickel, Acting Clerk
PINAL COUNTY BOARD OF SUPERVISORS

REGULAR SESSION, CONTINUED

August 1, 1988

PURSUANT TO RECESS of 7-27-88, the Pinal County Board of Supervisors reconvened at 9:30 A.M. this date.

The meeting was called to order followed by the Pledge of Allegiance and Roll Call.

Answering present were Supervisors Weatherly, Karam, Mathieson, County Attorney Roy A. Mendoza and Deputy Clerk of the Board, Sheri Cluff;

Business before the Board:

Purchasing Director - Call for Bids - Awarding of Bids - County Purchases.

Becky Hoaglin was present.

Call for Bids:

None

Awarding of Bids:

1. #97334 - U-Channel posts to SESCO Serigraphics. Total \$10,237.68.
2. #97330 - Road signs to Newman Traffic Signs. Total \$27,445.20.

Waive Call for Bids:

REQ. #	AMOUNT	VENDOR	ITEM	DEPT
1. 093504	\$1,556.63	Wiseman's Auto	Parts for '82 Dodge	PCSO
2. 09715	\$4,709.48	Moore Bus. Forms	Absentee ballot app.	Voter Reg.
3. 097332	\$2,683.50	Barricade & Light	Flasher lights	Traffic
4. 097333	\$3,353.05	Apache Barricade	Barricades	Traffic
5. 097445	\$ 792.00	Diversified	Dedication plaque	Flood Cont.
6. 101967	\$ 975.00	Tele-Sentry	Move fire alarm equip.	Hosp. Maint.

Capital Outlay Under \$1,000.00:

1. 101039	\$ 870.00	Library Corp.	Bibliofile program	Library (Fed. Grant)
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Mr. Mathieson made motion to approve Awarding of Bids, Waive Call for Bids and Capital Outlay Under \$1,000.00. Motion seconded by Mr. Karam. Vote unanimous;

Intergovernmental Agreement between A.D.O.T. for Chui Chu Road Project.

John Encinas was present for discussion.

Mr. Encinas advised this is an agreement between Pinal County and the Arizona Department of Transportation for the continuation of completion of Chui Chu Road Project from I-8 to the Casa Grande City Limits.

Mr. Karam made motion to approve the Intergovernmental Agreement between Pinal County and A.D.O.T. for Chui Chu Road Project. Motion seconded by Mr. Mathieson. Vote unanimous;

License for Road Crossing, Central Arizona Project (Queen Creek Irrigation Project).